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to evidence is by demurring. A motion to exclude or strike out applies only to irrelevant or inadmissible evidence.

2. RAILROADS—*Crossing—Whistle*. Where a statute imposes upon a railroad company the duty of sounding the whistle on its locomotive engines approaching a crossing of a highway for the purpose of preventing a collision with travellers on the highway or frightening their teams, and the company fails to perform that duty, it is negligence, for the consequences of which the company is liable.

3. RAILROADS—*Frightened horses—Necessary noise—Whistle*. A railroad company is not liable for injuries received from horses becoming frightened upon a highway at the mere sight of its trains or the noises necessarily incident to the running of the train and the operation of the road. Nor is it liable for failure to sound its whistle at a point where it is forbidden to do so either by statute or ordinance of a municipal corporation.

4. RAILROADS—*Signals—Bells—Judicial notice—Frightened horses*. Bells are used on locomotives to lessen the danger to travellers on a street or highway of a collision with an engine crossing the same, and courts will take judicial notice of this fact, but they are not intended or useful in warning persons to keep at such distance from the track of the company as will prevent their horses from becoming frightened at a passing engine.

CROCKETT v. GRAYSON.—Decided at Wytheville, June 21, 1900.—

Keith, P. Absent, *Riely, J.*:

1. REAL ESTATE BROKERS—*Completed sale—Commissions—Case at bar—False representations of vendor—Injury*. A real estate broker to be entitled to compensation must complete the sale. He must find a purchaser in a situation ready and willing to complete the purchase upon the terms agreed upon before he is entitled to his commission. When he has found such a purchaser who has entered into a valid contract his right to compensation cannot be defeated by the fault of the seller, by his misrepresentations, or by his whimsical or unreasonable refusal to comply with his contract. In the case at bar, however, the contract secured by the broker reserved to the purchaser the liberty to declare the contract null and void if the liens on the land exceeded a specific sum which was represented by the vendor to be all. They exceeded that sum and he declared the contract void. There was no completed contract, therefore, and the broker is not entitled to his commission. If the representation of the vendor be treated as false, the broker was not injured, as it appears that the purchaser would not have entered into the contract but for the representation.

BLANKENSHIP AND OTHERS v. ELY.—Decided at Wytheville, June 21, 1900.—*Harrison, J.* Absent, *Riely, J.*:

1. BONDS—*Order requiring execution—Recitals—Estoppel*. A bond executed pursuant to an order made in a chancery suit requiring its execution as a condition precedent to the enjoyment of certain rights, does not derive its efficacy from the order, and the liability of the obligors is determined by the bond alone and not by the order. The obligors are estopped to deny the recitals of the bond, even if they were in conflict with record, and a plea of *nul tiel record* is inapplicable.